

No car #5

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS.

RECORDATION NO. 6814-BB Filed & Recorded

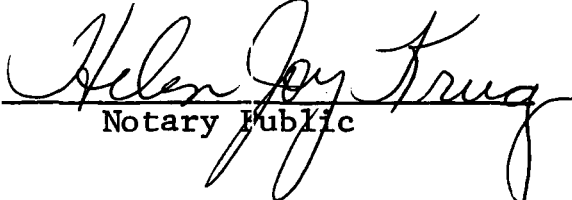
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INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

The undersigned, Helen Joy Krug, a Notary Public in and for said County, states that she compared the ~~attached~~ copy of the Fourth Supplemental Equipment Trust Agreement dated the 5th day of May, 1975, by and between The First National Bank of Chicago and Union Tank Car Company with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 5th day of May, 1975.


Notary Public

My Commission Expires July 10, 1976

UNION TANK CAR COMPANY
EQUIPMENT TRUST
(Series C)

THIS FOURTH SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of May 5, 1975, by and between THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as Trustee (the "Trustee"), and UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of September 15, 1972, as supplemented (the "Trust Agreement"), providing for an issue of its Equipment Trust Notes (Series C) (the "Notes"), in an aggregate principal amount not to exceed \$50,000,000 at any one time outstanding; and

WHEREAS, the Company deems it necessary, desirable, and appropriate to amend certain provisions of the Trust Agreement so as to increase the aggregate principal amount of the Notes authorized to be outstanding at any one time; and

WHEREAS, the Company has filed with the Trustee a Request for an amendment to the Trust Agreement to the foregoing effect, a certified copy of resolutions adopted by the Board of Directors of the Company authorizing the execution and delivery of this Fourth Supplemental Equipment Trust Agreement, and evidence of the consent thereto by the holder of 100% in principal amount of the outstanding Notes;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable considerations, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Notes, as follows:

ARTICLE ONE

Increase in Authorized Principal Amount of the Notes

The number "\$50,000,000", where it appears in the Form of Note set forth in the Trust Agreement and in Section 2.01 thereof, is hereby amended to read "\$60,000,000."

ARTICLE TWO

Amendment of Outstanding Notes

Each of the Notes evidencing the indebtedness presently outstanding under the Trust Agreement shall be deemed to be amended so that the authorized principal amount of the Notes shall read as set forth in the amended Form of Note hereinabove approved.

ARTICLE THREE

Issuance of Replacement Notes

The holders of Notes heretofore issued and presently outstanding under the Trust Agreement may but shall not be required to surrender such Notes to the Trustee for the purposes of exchanging such Notes for a new Note or Notes containing the amended amount of Notes authorized to be outstanding at any one time, as herein provided.

ARTICLE FOUR

Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

This Fourth Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterpart shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Fourth Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the day and year first above written.

UNION TANK CAR COMPANY

By Carl W. Peters
Vice President

Attest:

W. B. Moore
Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO

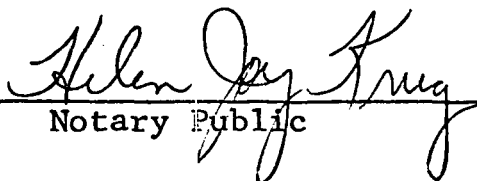
By [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.:

On this 5th day of May, 1975, before me personally appeared C. W. Peterson, to be personally known, who, being by me duly sworn, says that he is a Vice President of UNION TANK CAR COMPANY, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires: 7/10/76

[Notarial Seal]

STATE OF ILLINOIS) ss.:
COUNTY OF C O O K)

On this 7th day of May, 1975, before me personally appeared J. R. Grimes, to me personally known, who being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.


Notary Public

My Commission expires: 1/30/77

[Notarial Seal]

KURT BREUER, NOTARY PUBLIC
MY COMMISSION EXPIRES 1/30/77